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8 IN THE UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA  
10

11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 v.

14 APPROXIMATELY \$37,000.00 IN U.S.  
CURRENCY,

15 Defendant.  
16

2:20-MC-00314-TLN-DB

CONSENT JUDGMENT OF  
FORFEITURE

17 Pursuant to the Stipulation for Consent Judgment of Forfeiture, the Court finds:

18 1. On July 24, 2020, inspectors with the United States Postal Inspection Service (“USPIS”)  
19 seized Approximately \$37,000.00 in U.S. Currency (hereafter “defendant currency”) during a parcel  
20 interdiction at the Processing and Distribution Center located in West Sacramento, California.

21 2. USPIS commenced administrative forfeiture proceedings, sending direct written notice to  
22 all known potential claimants and publishing notice to all others. On or about September 25, 2020, USPIS  
23 received a claim from Kera Barber (“Barber” or “claimant”) asserting an ownership interest in the  
24 defendant currency.

25 3. For the purposes of this settlement only, claimant does not contest the United States’  
26 representation that it could show at forfeiture trial that on July 24, 2020, USPIS conducted a parcel  
27 interdiction at the Processing and Distribution Center located at 3775 Industrial Boulevard, West  
28

1 Sacramento, California. During the interdiction, law enforcement officials identified a parcel that bore  
2 markers consistent with parcels used for shipping contraband. The Priority Mail Express parcel # EG  
3 655656305 US was addressed to Kera Lynn Barber (“Barber”) at 217 Washington St, Grass Valley,  
4 California, with the following return address: Joe Alston (“Alston”) at 2115 E NC 54th, Durham, NC  
5 27713.

6 4. For the purposes of this settlement only, claimant does not contest the United States’  
7 representation that it could further show at a forfeiture trial that the parcel was presented to a drug  
8 detection dog, who positively alerted to the presence of the odor of narcotics.

9 5. For the purposes of this settlement only, claimant does not contest the United States’  
10 representation that it could further show at a forfeiture trial that on July 24, 2020, Inspectors used a law  
11 enforcement database to search for the sender’s name and address that appeared on the Priority Mail  
12 Express label # EG 655656305 US. Inspectors were unable to find Joe Alston associated with the sending  
13 address. Inspectors stated that the 2115 E NC 54th, Durham, NC 27713 address is an Arby’s restaurant.  
14 Inspectors searched law enforcement public record databases and were able to identify Kera Barber as a  
15 resident at the recipient address, 217 Washington St, Grass Valley, California. On July 24, 2020,  
16 Inspectors obtained consent from Barber, the intended recipient, to open Priority Mail Express parcel #  
17 EG 655656305 US. Inside the parcel was another smaller box wrapped in paper. The smaller box  
18 contained a plastic bag with aluminum foil wrapped around the bag. The plastic bag contained US  
19 currency including a white envelope with additional US currency. Additionally, the parcel did not  
20 contain any notes, instructions, or receipts. A later bank count of the cash seized from the parcel totaled  
21 \$37,000.00. The currency consisted entirely of \$20 bills.

22 6. For the purposes of this settlement only, claimant does not contest the United States’  
23 representation that it could further show at a forfeiture trial that the defendant currency is forfeitable to  
24 the United States pursuant to 21 U.S.C. § 881(a)(6).

25 7. Without admitting the truth of the factual assertions contained in this stipulation, Barber,  
26 specifically denying the same, and for the purpose of reaching an amicable resolution and compromise of  
27 this matter, Barber agrees that an adequate factual basis exists to support forfeiture of the defendant  
28 currency. Barber hereby acknowledges that she is the sole owner of the defendant currency, and that no

1 other person or entity has any legitimate claim of interest therein. Should any person or entity institute any  
2 kind of claim or action against the government with regard to its forfeiture of the defendant currency,  
3 claimant shall hold harmless and indemnify the United States, as set forth below.

4 8. This Court has jurisdiction in this matter pursuant to 28 U.S.C. §§ 1345 and 1355, as this is  
5 the judicial district in which acts or omissions giving rise to the forfeiture occurred.

6 9. This Court has venue pursuant to 28 U.S.C. § 1395, as this is the judicial district in which  
7 the defendant currency was seized.

8 10. The parties herein desire to settle this matter pursuant to the terms of a duly executed  
9 Stipulation for Consent Judgment of Forfeiture.

10 Based upon the above findings, and the files and records of the Court, it is hereby ORDERED  
11 AND ADJUDGED:

12 1. The Court adopts the Stipulation for Consent Judgment of Forfeiture entered into by and  
13 between the parties.

14 2. Upon entry of this Consent Judgment of Forfeiture, \$20,000.00 of the Approximately  
15 \$37,000.00 in U.S. Currency, together with any interest that may have accrued on the total amount seized,  
16 shall be forfeited to the United States pursuant to 21 U.S.C. § 881(a)(6), to be disposed of according to  
17 law.

18 3. Upon entry of this Consent Judgment of Forfeiture, but no later than 60 days thereafter,  
19 \$17,000.00 of the Approximately \$37,00.00 in U.S. Currency are to be transferred to the client trust  
20 account of Claimant's attorney Jacek W. Lentz.

21 4. The United States of America and its servants, agents, and employees and all other public  
22 entities, their servants, agents and employees, are released from any and all liability arising out of or in  
23 any way connected with the seizure or forfeiture of the defendant currency. This is a full and final release  
24 applying to all unknown and unanticipated injuries, and/or damages arising out of said seizure or  
25 forfeiture, as well as to those now known or disclosed. Barber waived the provisions of California Civil  
26 Code § 1542.

27 5. No portion of the stipulated settlement, including statements or admissions made therein,  
28 shall be admissible in any criminal action pursuant to Rules 408 and 410(a)(4) of the Federal Rules of

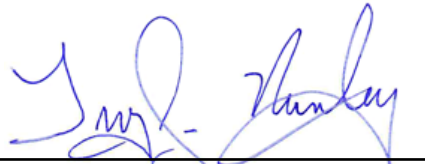
1 Evidence.

2 6. All parties will bear their own costs and attorney's fees.

3 7. Pursuant to the Stipulation for Consent Judgment of Forfeiture filed herein, the Court  
4 enters a Certificate of Reasonable Cause pursuant to 28 U.S.C. § 2465, that there was reasonable cause  
5 for the seizure of the above-described defendant currency.

6 IT IS SO ORDERED.

7 DATED: April 6, 2022

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10 Troy L. Nunley  
11 United States District Judge  
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